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July 2, 2007

Secretary  
Surface Transportation Board  
Attn: Documents for Recordation  
1925 K. Street, NW  
Washington, D.C. 20423

RECORDATION NO 27064 FILED

JUL 09 07

4-30 PM

SURFACE TRANSPORTATION BOARD



Dear Secretary:

I have enclosed an original and one counterpart of the documents described below to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

The document is a Security Agreement, a primary document dated April 18, 2007.

The names and addresses of the parties to the documents are as follows:

Mortgagor: Leslie M. Kasten  
12501 Danbury Way  
Rosemount, MN 55068

Mortgagee: Roger J. Verbeeren, Jr.  
1111 Schilling Drive  
Schererville, IN 46375

A description of the equipment covered by the document follows:

One (1) railcar commonly known as "the Wingate Brook," formerly identified as AMTK 3260 and NYC #10566.

Summary: A Security Agreement between Roger J. Verbeeren, Jr. and Leslie M. Kasten, covering the railcar described herein.

A fee of \$35.00 is enclosed.

Sincerely yours,

Camron Buss

Enclosures

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**SECURITY AGREEMENT**

SURFACE TRANSPORTATION BOARD

This Security Agreement is entered into on this 18<sup>th</sup> day of April, 2007, by and between Roger J. Verbeeren, Jr. ("Secured Party") and Leslie M. Kasten ("Debtor").

For value received, Debtor grants to Secured Party a security interest in that certain railcar commonly known as "the Wingate Brook," and formerly identified as AMTK #3260 and NYC #10566 (the "Collateral"), and the proceeds thereof, to secure the payment and performance of Debtor's obligations under a certain Settlement and Release Agreement (the "Settlement Agreement") by and among Secured Party, the Debtor, and Illinois Transit Assembly Corporation ("ITAC"), an Illinois corporation, in the original principal amount of \$200,000.00 and payable to Secured Party, and all other liabilities of Debtor to Secured Party, now existing or incurred in the future, matured or unmatured, direct or contingent, that arise out of the Settlement Agreement.

Debtor warrants and covenants as follows:

1. Debtor shall execute and deliver any financing statement or other document that Secured Party may request to perfect or to further evidence the security interest created by this Security Agreement. Debtor authorizes Secured Party, at the expense of Debtor, to execute on its behalf and file a financing statement or statements in those public offices, including the Surface Transportation Board, deemed necessary by Secured Party to perfect its security interest. Secured Party alone may sign such financing statements or other such statements.

2. Debtor has full and clear title to the Collateral. Debtor shall keep the Collateral free at all times from any other lien or encumbrance, except as otherwise expressly provided by the Settlement Agreement or this Security Agreement. No financing statements covering all or any portion of the Collateral are on file at any public office.

3. Debtor shall not waste or destroy any of the Collateral. Debtor shall not use the Collateral in violation of any statute or ordinance or contrary to the provisions of any policy of insurance thereon. Debtor shall not dispose of the Collateral or allow any other person or entity to possess it without first paying the obligations under the Settlement Agreement in full and fully satisfying the security interest of Secured Party.

4. Upon Debtor's default under the Settlement Agreement, any default hereunder, or upon the failure of Debtor to pay all sums due prior to the expiration of the Waiting Period, as that term is defined in the Settlement Agreement, and upon the request of Secured Party, Debtor shall deliver possession of the Collateral to Secured Party, which Secured Party may sell at any public or private sale or otherwise enforce its rights in to the maximum extent allowed by applicable law.

5. Upon the failure of Debtor to comply with any of the terms of this Security Agreement, upon Debtor's default under the Settlement Agreement, or upon Debtor's failure to pay all sums due under the Settlement Agreement prior to the expiration of the Waiting Period, Secured Party shall have, with respect to the Collateral, in addition to all rights and remedies specified in the Settlement Agreement, this Security Agreement, or any other agreement between

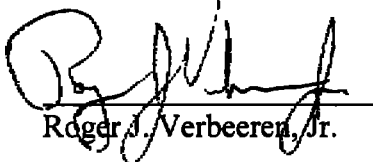
Debtor and Secured Party, the remedies of a secured party under the Uniform Commercial Code as in force from time to time in the State of Illinois, regardless of whether the Code in such form has been enacted in the jurisdiction in which any such right or remedy is asserted. Any notice required by law, including but not limited to notice of the intended disposition of all or any portion of the Collateral, shall be deemed reasonably and properly given if given at least ten (10) days prior to such disposition in the manner prescribed for the giving of notices contained in the Settlement Agreement. Any proceeds of the disposition of the Collateral shall be applied first to the payment of the expenses of the retaking, holding, repairing, preparing for sale, and sale of the Collateral, including reasonable attorneys' fees and legal expenses in connection therewith, and any balance of such proceeds shall be applied by Secured Party to the obligations in such order as Secured Party shall determine in his sole and unfettered discretion.

6. This Security Agreement is given pursuant to the terms of the Settlement Agreement and shall be deemed a part thereof and subject to the terms and conditions of the Settlement Agreement.

7. The terms of this Security Agreement are severable. If any term hereof is determined to be unenforceable, in whole or in part, it and the remaining terms hereof shall be enforced to the greatest extent permitted by law.

8. Secured Party shall be entitled to recover his attorneys' fees, costs, and expenses incurred in connection with enforcing his rights under this Security Agreement and in the Collateral, in addition to all other remedies to which Secured Party may be entitled at law, by statute, or in equity.

**Secured Party:**

  
Roger J. Verbeeren, Jr.

**Debtor:**

  
Leslie M. Kasten

CERTIFICATION

I. Kathy K. Jones, a notary public in the State of Illinois, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

GIVEN under my hand and NOTARY SEAL, this 2<sup>nd</sup> day of July, 2007.

Kathy K. Jones  
Notary Public

